

# **Iowa Department of Education**

## **Early ACCESS Central Point of Contact and Directory**

### **REQUEST FOR PROPOSALS**

**Application Deadline  
Tuesday, November 15, 2007 4:30 p.m.**

Request for Proposals Cover Sheet

DUE:  
By November 15,  
2007  
by 4:30 PM

Request for proposals number ED-JC27601

PLEASE TYPE

Early ACCESS  
Central Point of Contact and Directory  
REQUEST FOR PROPOSALS

**Organization Submitting Request for Proposal:**

Organization Name \_\_\_\_\_

Organization Address \_\_\_\_\_

\_\_\_\_\_

**Authorizing Signature:**

*Administrator or CEO. your signature indicates support and responsibility for the request for proposal submitted on behalf of the organization listed above. Your signature certifies that, to the best of your knowledge, the information contained in this application is accurate and complete.*

Signature, Administrator or CEO \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Phone# \_\_\_\_\_ E-mail \_\_\_\_\_

**Fiscal Agent for Organization Submitting Request for Proposal:**

Fiscal Agency Name \_\_\_\_\_

Fiscal Agent Address \_\_\_\_\_

**Amount requested** \_\_\_\_\_

**Mail or Deliver to:**  
Julie Curry, Consultant  
Bureau of Early Childhood Services  
Iowa Department of Education  
400 East 14<sup>th</sup> Street  
Grimes State Office Building  
Des Moines, IA 50319-0146

**Early ACCESS  
Central Point of Contact and Directory  
REQUEST FOR PROPOSALS**

**Introduction**

**Purposes, Goals and Outcomes:**

*Purpose:* This request for proposal is to provide an efficient, consumer-friendly and effective one-stop central point for information about early intervention services and resources for infants and toddlers with or at risk for developmental delays and their families. Parents, families, other early childhood providers, referral sources or consumers will have access to both a website and a toll free number to get information about the Early ACCESS system, including information for providers for newborn hearing rescreens in Iowa.

The Iowa Department of Education (Department) is seeking to shift the central point of contact and directory from a disability focus to an early childhood emphasis with strong family-centered practices evident in verbal, written and website communication. The central point of contact and directory is likely the family's first contact with early intervention services and needs to be welcoming, easy to understand and supportive to the consumer. Some families may have recently received a diagnosis of their child's condition and are seeking to understand the condition and accessing needed services and resources. Other families are beginning to identify their concerns and the specialized needs of their children that may or may not be a disability and are looking for sources of support. Not all of these children will have a disability or have a need for special education later in life. In addition, these families have typical needs such as food, housing, and child care.

**Goals:** The Central Point of Contact and Directory will:

- Assist families in connecting with Early ACCESS, community-based and national services that address specialized and typical child/family needs, and Iowa's collaborative early care, health and education system known as Early Childhood Iowa:  
<http://www.parents.earlychildhoodiowa.org>.
- Provide a one-call service that facilitates the communication between a referral source and the child's local Early ACCESS office who assigns an Early ACCESS Service Coordinator to the family.
- Facilitate the transition of families moving to Iowa who need to continue early intervention services their child received in another state.
- Assist the families in accessing needed early intervention services and community.

**Outcomes:**

- Callers receive timely and accurate information about Early ACCESS, early intervention services, early care, health, and education resources, Regional Early ACCESS offices and appropriate agencies.
- An up to date and accurate data base is maintained of early intervention services, early care, health and education resources, Regional Early ACCESS contacts and appropriate agencies.
- A user web site is maintained and kept up-to-date that is family and user friendly, visually attractive and is compliant with federal accessibility laws.
- Trend for requests for information increases (web hits and phone calls).
- Quarterly and annual reports demonstrate achievement of above outcomes.
- Quarterly Quality Assurance calls and annual satisfaction survey data demonstrate achievement of above outcomes.

### **Background Information:**

The following provides general information about Early ACCESS that is currently posted at <http://www.state.ia.us/earlyaccess/>.

---

Early ACCESS is a partnership between families with young children, birth to age three, and providers from the Departments of [Education](#), [Public Health](#), [Human Services](#), and the [Child Health Specialty Clinics](#).

### **Services**

The family and providers work together to identify and address specific family concerns and priorities as they relate to the child's overall growth and development. In addition, broader family needs and concerns can be addressed by locating other supportive/resources services in the local community for the family and/or child. All services to the child are provided in the child's natural environment including the home and other community settings where children of the same age without disabilities participate.

Services required to be provided to children and families include:

- Service Coordination
- Screenings, evaluation and assessments
- "Individualized Family Service Plan" (IFSP)
- Assistive Technology
- Audiology
- Family Training/Counseling
- Health Services
- Medical evaluations to determine eligibility
- Nursing
- Nutrition
- Occupational Therapy
- Physical Therapy
- Psychology
- Social Work
- Special Instruction
- Speech Language Therapy
- Vision
- Transportation

### **Age Requirements and Eligibility**

An infant or toddler under the age of three (birth to age three) who,

- has a condition or disability that is known to have a high probability of later delays if early intervention services were not provided, OR
- is already experiencing a 25% delay in one or more areas of growth or development.

### **Costs**

There are no costs to families for service coordination activities; evaluation and assessment activities to determine eligibility or identify the concerns, priorities and resources of the family; development and reviews of the Individualized Family Service Plan. The service coordinator works with the family to determine costs and payment arrangements of other needed services. Some services may have charges or sliding fee scales or may be provided at no cost to families. Costs are determined by a variety of factors that are individualized to each child and family.

### **Where to Apply**

*[Note: The vendor awarded the contract from this RFP will serve as the "Where to Apply" location for families and referral sources.]*

To connect to the Early ACCESS system in your area, families can contact Iowa central directory, Iowa's free statewide information and referral service for people with disabilities, their families, their service providers and other members of the community. Information specialists are available via telephone and e-mail.

Referrals that the vendor receives are forwarded to Regional Early ACCESS offices. These offices are located within each of ten Area Education Agencies. AEAs serve as the Regional Grantees responsible for administering a local interagency Early ACCESS system within its boundaries. For more information about Regional Offices and Area Education Agencies, see <http://www.iowacompass.org/earlyaccess.htm> and <http://www.iowa.gov/educate/content/view/527/550/>.

All providers and partners of Early ACCESS system, including the central directory, must implement the federal law, Individuals with Disabilities Education Act, Part C: Infant and Toddler Program [20 USC 1432], also known as IDEA, Part C. See <http://www.nectac.org/partc/partc.asp> for an Overview of IDEA Part C and links to the statute and regulations.

The vendor awarded the contract will implement applicable federal regulations in order to maintain compliance. The proposed federal regulations, anticipated by the Office of Special Education Programs to be finalized in Summer 2008, are below.

<b>Part C 2007 Proposed Regulations</b>
<p><b><u>§ 303.117 Central directory.</u></b>  Each system must include a central directory that is accessible to the general public (i.e., through the lead agency's Web site and other appropriate means) and includes accurate, up-to-date information about--  (a) Public and private early intervention services, resources, and experts available in the State;  (b) Professional and other groups (including parent support and training and information centers, such as those funded under the Act) that provide assistance to infants and toddlers with disabilities eligible under Part C of the Act and their families; and  (c) Research and demonstration projects being conducted in the State relating to infants and toddlers with disabilities.  (Authority: 20 U.S.C. 1435(a)(7))</p>

### **Statement of Work**

The intent of the Early ACCESS Central Point of Contact and Directory request for proposal is to use a competitive application process that will enable the Iowa Department of Education to select the most qualified applicant to provide a central point of contact to the Early ACCESS system of early intervention services and a directory of early care, health and education resources, including public and private early intervention services and resources. The contract will commence on January 2, 2008 with annual option to continue through June 30, 2013. The Department shall have the sole option to review contract terms and meeting of requirements on an annual basis for renewal consideration, beginning July 1, 2008.

### **Core functions include:**

#### **1) Central Point of Contact for Early ACCESS system**

- A central point of entry for receiving referrals from parents, family members, other interested parties, professionals, including medical, child welfare and family support personnel.
- Methods to accept referrals by telephone, fax, e-mail, mail or in person.
- A process to transfer referrals on to the appropriate regions/agencies by telephone, fax, or web application.
- The option to directly patch (roll-over) calls to the regional Early ACCESS office/appropriate agency or, if the caller requests, provides them with the phone number.

#### **2) Central Directory**

- Twenty-four (24) hour access to a web site with information about early intervention services and public and private resources for children and families provided by early care, health, and education programs.
- Distribute Early ACCESS materials by mail. Including but not limited to:
  - Early ACCESS brochure
  - Early ACCESS developmental wheels
  - Early ACCESS brochures specific to Child Abuse Prevention and Treatment Act activities

### 3) Facilitation of Resources and Referrals

- Facilitate phone, fax and email/website referrals between families/ referral sources (in and out of state) and the Early ACCESS local programs.
- Staff will ask families and referral sources if they would like to receive printed materials about Early ACCESS and/or the central directory. Written materials are to be mailed as agreed upon during phone call/email communication.

### Scope of Services

The proposals shall address three core services and five expectations specified below in order to show evidence the vendor will achieve the project's specified outcomes.

#### **Core Service 1: Website**

- The Vendor will develop and maintain a stand alone web address for Early Intervention in Iowa (Early ACCESS). Key words for search machines to find the website will be agreed-upon with the Department/Designee.
- The Vendor will have the capacity for regular updates and changes to the website (at least monthly)
- The web site will meet federal regulations and include or link to maintain accurate, up-to-date information about:
  - Public and private early intervention services, resources, and experts available in the State;
  - Professional and other groups (including parent support and training and information centers, such as those funded under the Act) that provide assistance to infants and toddlers with disabilities eligible under Part C of the Act and their families; and
  - Research and demonstration projects being conducted in the State relating to infants and toddlers with disabilities.
- Content will focus on child development specific to early intervention over disabilities.
- Web site will link to professional organizations, disability information, and other early care, health, and education information.
- Basic Early ACCESS content for the website will be provided by the Department \*
- Additional content will be approved by the Department.
- The web site's design will be approved by the Department.
- Site will have search capacities for general domains of development and typical needs of families with young children.
- Web site will be compliant and meet federal accessibility laws. A resource for assuring compliance is <http://www.accessible.org/bobby-approved.html>.

\* Information will minimally include the programs, services and resources listed in the *Iowa Programs: Providing and Financing Children's Care and Services, Early ACCESS*, September 2002. Information would need to be updated for current use.  
<http://www.iowa.gov/educate/content/view/633/597/1/4/>.

#### **Core Service 2: Toll-free Telephone**

- The phone line will be answered from 8 am through 7 pm. Monday through Friday with answering machine coverage when a staff person does not answer the line, excluding State Government holidays.
- Answering machine coverage will be provided when a staff person does not answer the line, after hours and State Government holidays.
- Calls left on the answering machine will be returned during the same day as received. Calls received after business hours are answered during next working day by noon.
- Professionally trained staff will answer the phone line using training protocol approved and/or provided by the Department.
- Callers using the toll free line will be transferred to a local Early ACCESS office without making an additional call (patched through).
- The vendor will have a database of all Iowa towns with county and AEA/Regional designations in order to quickly identify the appropriate local Early ACCESS office.
- The vendor will have a data base to track information about callers, referrals made and resources/materials mailed.
- Written materials that are mailed out to callers will be sent within two working days of the original phone call.
- Equipment will be compliant with federal accessibility laws (e.g. TTY).

### **Core Service 3: Facilitation of Resources and Referrals**

The Early ACCESS Central Point of Entry and Directory will serve as a facilitator of referrals between families and multiple referral sources (in and out of state) and the Early ACCESS local programs.

#### **Facilitation of Referrals**

##### **Early Hearing Detection and Intervention (EHDI)**

- Link families with hearing follow up services and family support services which may include referrals to both Early ACCESS and/or private provider providers.
- Receive referrals from multiple sources including, EDHI Program and out of state referral sources, and transfer the referral to appropriate regional Early ACCESS office for hearing follow up services.
- Disseminate materials as appropriate.

##### **Child Abuse Prevention and Treatment Referrals**

- Weekly: Receive the Department of Human Services (DHS) electronic file with information on children under 3 years of age who have had a substantiated child abuse case.
- Mail Early ACCESS information and the consent to contact form to parents listed on the DHS electronic file within two business days.
- Receive the signed “consent to contact” form or call from parents.
- Fax returned “consent to contact” forms (that give consent) to the appropriate regional Early ACCESS office/Agency within two business days of receiving the forms.
- Directly patches (roll over) calls to the regional Early ACCESS office/Agency or, if the parent/referral source requests, provides them with the phone number.

##### **Out of State Referral Sources**

- Process phone, fax or email/website referrals in same manner as stated in Core Service 1 and 2.

#### **Distribution of Printed Resources**

- Distribute Early ACCESS materials by mail. Including but not limited to:
  - Early ACCESS brochure
  - Early ACCESS developmental wheels
  - Early ACCESS brochures specific to Child Abuse Prevention and Treatment Act activities

### **Expectation 1: Qualified Professional Staff**

#### **1) Supervision**

- The Vendor is expected to assure direct and indirect levels of supervision.

#### **2) Qualified Professional Staff**

- The Vendor shall submit minimum qualifications for personnel that reflect background and education are appropriate to serve this population of clients.
- The Vendor shall have a training policy and make training available to paid and volunteer staff.
- The Vendor shall provide training for paid employees and volunteers which is based on pre-determined written Department training goals with written curriculum objectives defining behavioral outcomes for each module.
- The vendor shall provide an orientation for new employees and volunteers which addresses the role, mission, and function of the service; the role of the governing body; federal, state and local laws affecting service delivery; and the administrative structure, policies, and procedures of the organization.
- Training shall include:
  - Pre-service training appropriate to the skills of new staff so that they meet expectations in interviewing techniques and attitudes; listening skills; communication; proper telephone usage; assessment techniques; information giving and referral procedures; follow-up; data recording; maintenance of inquirer records; organization of the Taxonomy; use of the resource database; job-related equipment and tools including database software and the organization's telephone system; working with multicultural/ethnic inquirers, people with disabilities, sexual minorities, and other special populations.
  - On-the-job training which requires a sequential program of increasing levels of responsibility in handling inquiries (beginning with observation and ending with full responsibility for handling inquirers).
  - In-service training focusing on refining and updating the staff's information and referral skills. Topics shall include in-house operating procedures, areas of interest in the early intervention field, significant changes in laws affecting the service delivery or requirements for the central directory/point of contact service, community services, personal skill development, assistance in maintaining objective attitudes toward the inquirer's needs, and use of services or technology.
  - Training for resource staff shall include an overview of the Early Intervention service delivery system, inclusion/exclusion criteria for the resource database, data elements, Taxonomy indexing, database maintenance procedures, computerization, the development and distribution of database products.
- The staff training program shall be responsive to the diverse learning styles of personnel including visual learners, auditory learners, and kinesthetic learners. Person-First<sup>1</sup> language shall be used in all forms of communication (verbal and written).

---

<sup>1</sup> Person-First language refers to a practice used when communicating about people with disabilities - referring to the person first, not the disability. For more information: <http://www.disabilityisnatural.com/peoplefirstlanguage.htm>.



- Trainees (paid employees and volunteers) shall be evaluated using objective (e.g., written tests) and subjective (e.g., observation) measures and shall demonstrate a minimum level of competency before assuming their duties. Procedures shall be in place for evaluation of trainees who do not demonstrate competency at the required level.
- The Vendor shall systematically evaluate the effectiveness of its training program and the performance of its trainers and shall modify the training based on evaluation results and/or customer complaints.

### **Expectation 2: Outreach/Marketing**

- The availability of the central directory/point of contact will be marketed across the state through public awareness activities to the general public, families with young children who have developmental delays or those who are at risk for developmental delays, and service providers.
- The Vendor will disseminate Early Intervention marketing materials approved by the Department.

### **Expectation 3: Data Collection/Reports**

- Vendor will have data system software for data collection
- Time Verification of data will be provided upon request
- Reports are received on time and are approved by the Department.
- Reports sections include: 1) Cumulative Early ACCESS data, 2) Early ACCESS Early Hearing Detection and Intervention (EHDI) data, and 3) Child Abuse Prevention and Treatment Act (CAPTA) data.

#### **Reporting Timelines**

- Quarterly reports are due 30 days after the end of each quarter:
  - October 30th (July through September data)
  - January 30<sup>th</sup> (October through December data)
  - April 30<sup>th</sup> (January through March data)
  - July 30<sup>th</sup> (April through June)
- Final Annual Report is due July 30<sup>th</sup> (July 1<sup>st</sup> through June 30<sup>th</sup> Early ACCESS System data and multi-year data).
- Department anticipates the need to change data collection requirements during the contract years in order to meet state and federal reporting requirements and contract renewal timelines. Any amendments will be agreed upon and will follow Department contract procedures.

#### **Expected Report Content**

##### **1) Early ACCESS System**

Quarterly reporting will include the following monthly data:

- Number of Early ACCESS inquiries answered each month
- County the child resides
- Number of callers patched through to regional Early ACCESS office/Agency
- Number of callers inquiring about Early ACCESS (and not patched through)

Continued

- Other specific needs caller had. Categories include:
  - Assistive Technology Services
  - Audiology Services and Devices
  - Advocacy and/or Legal Aid Services
  - Assistive Technology Services and Devices
  - Child Care
  - Financial Support Services
  - Food and Nutrition Services
  - Housing or home modifications
  - In-Home Health Care Services
  - Family Support Services
  - Medical Coverage/Health Insurance
  - Respite Care Services
  - Health/Nursing Services
  - Occupational Therapy Services
  - Physical Therapy Services
  - Psychological/Behavioral/Mental Health Services
  - Service Coordination/Care Coordination/Case Management Services
  - Social Work Services
  - Special Instruction Services
  - Speech Language Therapy Services
  - Transportation Services
  - Vision Services and Devices
  - Other Services
- Materials were sent to the caller (including but not limited to)
  - The developmental wheel
  - Early ACCESS brochure
- Specific language and alternate formats requested
- Caller's relationship to the child and/or referral source (type of agency, extended family, hospital, etc.
- Age of the child
- Where/how was caller referred to the 800 number, using Department prescribed categories.
- Early ACCESS web page hits and inquiries
- Central Directory marketing activities specific to Early ACCESS

Cumulative totals for each category in the Final Annual Report data reflecting July 1<sup>st</sup> to June 30<sup>th</sup> data will be compiled for multi-year trend data (yearly totals by category) in the following categories:

- Number of Early ACCESS referrals
- Age of child
- Call from
- Needs
- Marketing source
- Method of contact

The format of the Final Annual Report and Quarterly Reports will be agreed upon by the Department and Vendor. Use of maps, tables, bar graphs, pie charts and other data presentation formats are expected.

Continued

## **2) Early ACCESS Early Hearing Detection and Intervention (EHDI)**

Data will be compiled for Early ACCESS Early Hearing Detection and Intervention (EHDI) activities on a monthly basis. Quarterly reporting will include the following monthly data:

- Number of Early ACCESS referrals regarding EHDI that were facilitated by Vendor
- The county of residence of infant/toddler referred to EA for hearing services
- Referral Source by county of residence. Referral sources will include
  - Parent
  - Hospital
  - Health Care Provider
  - EHDI State Office
  - Other
  - Reason for the call:
    - Needs rescreen (i.e. screening missed/failed at the hospital)
    - Did not pass rescreen/needs diagnostic assessment
    - Other (i.e. other hearing concerns for children under age five, etc.)

## **3) Child Abuse Prevention and Treatment Act (CAPTA)**

Data will be compiled for Child Abuse Prevention Treatment Act (CAPTA) activities on a monthly basis. Quarterly reporting will include the following monthly data:

- Number of CAPTA referrals with incomplete data (COMPASS unable to send letter to family)
- Number of CAPTA letters returned to COMPASS because they are undeliverable
- Number parents requesting and declining Early ACCESS services after receiving the CAPTA letter from Early ACCESS
- Method of contact
- Date DHS referrals received by COMPASS
- Date COMPASS mailed the CAPTA letter to the parents

<b>Expectation 4: Quality Assurance</b>
---

- Vendor will have a quality assurance procedure in place that will address the following:
  - Phone service (how many rings before answer, referral source tracking, tracking system for number of missed calls, etc.)
  - Web site service (update intervals, accurate information, active links, etc.)
  - Data reporting (accurate, received on time and approved by the Department, etc.)
- Client/caller satisfaction surveys or measures applied and reported annually.
- Vendor staff participate in annual training and/or ongoing guidance provided by Department State Consultant(s) concerning Early ACCESS policies and procedures.
- Designated State Early ACCESS Consultant will provide oversight and must be contacted in advance regarding proposed change in hours of phone line operation or web site availability
- Designated State Early ACCESS Consultant must be notified of any interruptions in services.
- Quality assurance calls will be made quarterly by Vendor.

## **Expectation 5: Applicable laws and correlation to scope of practice**

### **IDEA 2004: Central Directory**

To maintain a central directory and provide information services for the Early ACCESS system as required by the federal legislation, (Sec. 303.301) and regulations. § 303.117 (proposed.)

Each system must include a central directory that is accessible to the general public (i.e., through the lead agency's Web site and other appropriate means) and includes accurate, up-to-date information about--

- (a) Public and private early intervention services, resources, and experts available in the State;
  - (b) Professional and other groups (including parent support and training and information centers, such as those funded under the Act) that provide assistance to infants and toddlers with disabilities eligible under Part C of the Act and their families; and
  - (c) Research and demonstration projects being conducted in the State relating to infants and toddlers with disabilities. (Authority: 20 U.S.C. 1435(a)(7))
- Vendor shall create and update web site that includes required information.
  - The Vendor must be able to assist Early ACCESS in meeting the statutory and regulatory requirements for the central directory.
  - When any federal regulations are finalized during a contract year, the Vendor must meet federal requirements that affect the central point of entry and directory.

### **The Iowa Early Hearing Detection and Intervention (EHDI) Program**

The purpose of the law is to ensure that infants with a hearing loss are identified as early as possible so they can begin receiving early intervention services by six months of age. The Early ACCESS system will play an important role in making sure children and their families receive critical and timely hearing screens, rescreens and/or information. As with all other referrals the central point of entry for Early ACCESS is responsible for transferring referrals to the appropriate regions as they are received.

For the text of this law, go to:

<http://www.legis.state.ia.us/GA/80GA/Legislation/HF/00400/HF00454/Current.html>.

### **Child Abuse Prevention and Treatment Act (CAPTA)**

The law includes the requirement that each state develop “provisions and procedures for referral of a child under the age of 3 who is involved in a substantiated case of child abuse or neglect to early intervention services funded under Part C of the Individuals with Disabilities Education Act.”

Section 106(b)(2)(A)(xxi). In Iowa, IDEA/Part C is implemented through the Early ACCESS system. Families in stressful situations will have the opportunity to learn more about the support Early ACCESS can provide. As with all other referrals, the central point of entry for Early ACCESS; CAPTA referrals are transferred to the appropriate regions as they are received. Early ACCESS providers should make follow-up contact with the local DHS office, if the parent(s) have given permission.

### **Additional Information For Vendors**

Department reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP at any time prior to the execution of the written contract.

All information submitted by an Applicant will be treated by the Department as a public record unless the Applicant properly requests that the information be treated as confidential information in accordance with the public records laws of the State of Iowa at the time its proposal is submitted.

By submitting a proposal, the Applicant agrees that the Department may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records and represents that such copying will not violate the rights of any third party.

### **Performance Measurement for Project Accountability**

#### **Inputs**

- Number referral sources by type
- Number rings before phone is answered (from quality assurance procedures)
- Number calls on answering machine by time of call
- Number hits on website (specific to Early ACCESS, early intervention services, and early care, health and education resources).
- Number and type of marketing/outreach strategies implemented

#### **Quality Outputs**

- Percentage calls on answering machine returned within 4 hours of the same day or if after hours, the morning of the next business day.
- Percentage timely and accurate reports submitted
- Number timely notification to Department/designee of changes in service operations/availability

#### **Effect Outcomes**

- Number and Percentage of families/referral sources/partners satisfied or very satisfied (survey/quarterly calls)
- Increase in use of central directory by referral sources, families, and service providers.

### **Compliance Assurances**

The signature of the organization is required on the Request for proposals cover sheet. The signature denotes that the following assurances have been read and there is agreement.

#### **Part A: Nondiscrimination**

The Applicant assures that in carrying out its request for proposals it will comply with federal and state laws, which prohibit discrimination on the basis of gender, race, national origin, disability, age, and religion in educational programs. Multicultural, gender fair approaches will be used in planning and implementing request for proposals programs.

#### **Part B: Control of Funds**

The Applicant organization hereby assures that it assumes responsibility for the control of funds received under this request for proposals. It may be allowable to subcontract with another agency for fiscal management of the request for proposal funds. However, any subcontracting requires written prior approval from the Department.

### **Part C: Fiscal Control and Accounting Procedures**

The organization hereby assures that it will: 1) make reports when requested by the state fiscal agent; 2) maintain records and provide access to those records when requested by the state fiscal agent; 3) maintain all supporting documentation of the status and results of the initiative for up to three years following completion of request for proposals award.

### **Part D: Program Accountability**

The request for proposals program manager or fiscal agent is responsible to notify the Iowa Department of Education immediately any time a deviation occurs or necessity arises to alter any of the goals, program activities, budget or other sections as stated in the request for proposals.

The Applicant agrees to meet with project staff at the Iowa Department of Education or designee upon request.

It is the policy of the Iowa Department of Education not to discriminate on the basis of race, creed, color, sexual orientation, gender identity, national origin, gender, disability, religion, age, political party affiliation, or actual or potential parental, family or marital status in its programs, activities, or employment practices as required by the Iowa Code sections 216.9 and 256.10(2), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. § 206, et seq.), Title IX (Educational Amendments, 20 U.S.C. §§ 1681 – 1688), Section 504 (Rehabilitation Act of 1973, 29 U.S.C. § 794), and the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.). If you have questions or grievances related to compliance with this policy by the Iowa Department of Education, please contact the legal counsel for the Iowa Department of Education, Grimes State Office Building, Des Moines, IA 50319-0146, telephone number 515/281-5295, or the Director of the Office for Civil Rights, U.S. Department of Education, 111 N. Canal Street, Suite 1053, Chicago, IL 60606-7204.

## **Application Process Requirements**

### **Eligible Applicants and Definitions**

Applications can be made by any private for profit, nonprofit or government organization, agency, or institution with the capacity and expertise to complete the work required. The vendor's geographical location in Iowa is not a determining factor for this contract. The vendor must be able to travel in-state for collaboration/meetings. The above-mentioned will act as fiscal agent and manage all subcontracts.

The application form is in a separate document.

### **Overview of Eligible Activities for Funding**

Each application must explain how its proposal addresses the three core services and five expectations in order to accomplish the outcomes identified in the introduction.

The funding provided by this request for proposals is for the three core services and five expectations of the Early ACCESS Central Point of Contact and Directory.

Core Service 1: Website

Core Service 2: Toll-Free Telephone

Core Service 3: Facilitation of Resources and Referral

Expectation 1: Qualified Professional Staff

Expectation 2: Data Collection/Reports

Expectation 3: Outreach/Marketing

Expectation 4: Quality Assurance

Expectation 5: Applicable Laws and Correlation to Scope of Practice

### **Application Timelines**

The dates set forth below are for informational planning purposes only. The Department reserves the right to change any of these dates:

Wednesday, October 3, 2007	Post RFP to Department web page
Thursday, October 8, 2007	Submit RFP to potential applicants
Monday, October 29, 2007	Letters of Intent to Apply due
Thursday, November 15, 2007	Closing Date for Receipt of RFPs
Tuesday, November 27, 2007	Announce Successful Applicant/Vendor
Monday, December 3, 2007	Finalize Contract
Tuesday, January 2, 2007	Begin Contract

### **Intent to Apply**

Potential Applicants must send an "Intent to Apply" notice to Julie Curry by 4:30 PM on Monday, October 29, 2007. In this notice, state the name of the business, organization, agency or institution and that the agency will be submitting an application for the Early ACCESS Central Point of Contact and Directory Request for Proposals. This notice is not binding and by submitting an "Intent to Apply," a potential applicant may at a later date prior to the deadline, decline and not apply.

From the date of issuance of this RFP until the announcement of the successful applicant, applicants may contact only Julie Curry regarding this procurement. All questions related to the interpretation of the RFP and the procurement process must be submitted in writing exclusively to:

Julie Curry  
Iowa Department of Education  
Grimes State Office Building / 3<sup>rd</sup> Floor  
Bureau of Early Childhood Services  
Des Moines, Iowa 50319-0146

Or by electronic mail at [Julie.Curry@iowa.gov](mailto:Julie.Curry@iowa.gov)  
Or by facsimile at 515-242-6019

Written responses to all questions received will be provided to all potential applicants. Oral questions will not be accepted. If an applicant or someone acting on an applicant's behalf attempts to discuss this RFP orally or in writing with any members of the evaluation committee, or any employee or elected official of the State of Iowa, other than Julie Curry, the Applicant may be disqualified.

#### **How to Submit an Application**

The deadline for submission of applications is 4:30 p.m. on Thursday, November 15, 2007. Private for profit, nonprofit or government organizations interested in providing these services should submit one (1) original application and five (5) copies, for a total of six (6) copies by the deadline. Applications must be mailed or hand-delivered to the office of Julie Curry, Iowa Department of Education, Grimes State Office Building, 400 East 14<sup>th</sup> Street, Des Moines, IA 50319-0146. No facsimile or electronically transmitted applications will be accepted. Any proposal received after this deadline will be rejected and returned to the applicant.

#### **Reference Checks**

The Department of Education reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

#### **Verification of Bid Proposal Contents**

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

#### **Notification of Awards**

All applicants will be notified on or around Thursday, November 29, 2007, regarding the status of their application being funded.

#### **Award**

The total amount of this award will be up to:

- Up to \$73,000 for first six months, January 1st through June 30<sup>th</sup>, 2007. This includes costs for normal operations and start up costs for development of website and/or other services.
- Up to \$100,000 for each year (July through June) through June 30, 2013 that the Department options to continue the contract.

The contract will be awarded based on the quality of the proposal and whether the applicant meets stated criteria.



Negotiation and execution of a contract with the successful applicant shall be completed no later than Monday, December 3, 2007. If the apparent successful applicant fails to negotiate and deliver an executed contract by that date, the Department may, in its sole discretion, cancel the award and award the contract to the next highest ranked applicant.

### **Limiting Factors**

The applicant shall provide all documents specified in the “Performance Measurement for Project Accountability” section of this RFP. Reports of expenditures will be, at a minimum, on a quarterly basis. Invoices prepared and submitted shall follow the budget developed in the contract.

Additionally, the Applicant agrees to meet with personnel from the Iowa Department of Education or designee upon request. All services and processes should be developed in collaboration with designated Department personnel or designee, and coordinated with relevant Department initiatives, meet applicable federal and state requirements.

### **Application Content**

The application may be accessed from the Iowa Department of Education web page using the following address: [http://www.state.ia.us/educate/request\\_for\\_proposals](http://www.state.ia.us/educate/request_for_proposals). An original and five (5) additional copies must be submitted. Each copy should be stapled in the upper left-hand corner with the six (6) copies banded together to assist in sorting.

The components of eligibility listed below will be used to screen applications upon receipt. If any application or any part of an application is turned in after the deadline for any reason, it will be automatically marked ineligible. If requirements listed below are not met, the application may not be considered eligible for reading and the lead agency administrator will be notified.

- All sections of the application must be typed, except the Request for proposals Cover Sheet, which may be typed or printed.
- Pages must contain the following footer:  
Early ACCESS Central point of contact and Directory, Page Number, and the Component Title.
- Signature of the organization administrator is required.
- Applications must be submitted with all of the following sections in sequential order, as follows (A through F).
- In Components B, C, D and F, insert text below bolded and numbered sections. End each section/item with a line. Use normal font (not-bolded) for bulk of text. Bolded fonts may be used for titles and organizational purposes.

#### **A. Cover Page (not scored)**

##### **MANDATORY**

- Include all information requested on this page. It should be the first visible sheet of paper in the application and is to be one-sided, one page in length. No other cover or page should precede it. No footer is necessary on the cover page.
- Signatures on the original application should be original ones. The other five copies of the application may be reproduced, including signatures. No signature stamps are allowed.
- Originally designed cover page, binders and notebooks are not acceptable.

Continued

## **B. System Capacity Summary**

### **MANDATORY**

***Attributes: Features of the proposal that will be the focus of review and evaluation.***

- Include a description of the applicant's ability to complete responsibilities including the ability to meet timelines.
- Describe how the applicant will staff the project to meet the demands for:
  - Core Service 1: Website
  - Core Service 2: Toll-free Telephone
  - Core Service 3: Facilitation of Resources and Referral
  - Expectation 1: Qualified Professional Staff
  - Expectation 2: Data Collection/Reports
  - Expectation 3: Outreach/Marketing
  - Expectation 4: Quality Assurance
  - Expectation 5: Applicable Laws and Correlation to Scope of Practice
- Describe past performance of work that is identical or similar to the scope of services including experience and references that demonstrate, to the satisfaction of the Department, the expertise and ability of the applicant to provide the services described in the RFP within the prescribed timeframe.
- The one-sided, one-page narrative must be single-spaced with one-inch margins on top, bottom, and sides. Font size must be a minimum of 12 point.
- Provide full details related to the non-compliance and correction of a contract, if the answer to the following question is yes: During the last five (5) years, has the vendor been cited for non-compliance of the terms of a contract or had a contract for services terminated for any reason?
- Provide letters of reference from three (3) previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference. Clients should include intended user of services (e.g. parents; referral sources; etc.) and clients/partners that Applicant has coordinated similar services with.

## **C. Abstract**

### **MANDATORY**

***Attributes:***

- The abstract contains the title, the request for proposals cycle dates, and the identity of the applicant agency/organization.
- The purpose of the application is identified in a vision statement of the project.
- The narrative summary includes an explanation of how the three (3) core services and five (5) expectations of this proposal will be addressed.
- Expected measurable outcomes for the project as a whole as well as each of the three (3) core services of the project must be included.
- Abstract must be no longer than one and one-half pages, single-spaced with one-inch margins on top, bottom, and sides. Font size must be a minimum of 12 point.

Note: The abstract will be used to communicate this proposal to various publics.

**D. Narrative Text**  
**MANDATORY**

***Attributes:***

In narrative form, each of the items listed below must be addressed. The applicant may write as much or as little as is appropriate for each item as long as the total number of pages devoted to this section does not exceed 30 pages. The request for proposals text items are:

- A description of how the proposal is organized to address the three (3) core services and five expectations.
- Identification of measurable outcomes, with an emphasis on effect measures, for the intended users and partners of the services and for each core service.
- A work plan of the strategies and activities that will be implemented to achieve the Scope of Services for each of the three (3) core services and five (5) expectations.
- Identification of timelines for start up and implementation activities.
- Total pages for the application narrative (exclusive of the cover sheet, system capacity summary, abstract, budget form, and budget narrative) must be one-sided, not exceed 30 pages, and must be numbered sequentially 1-30. Text must be double-spaced with one-inch margins on top, bottom, and sides. Font size must be a minimum of 12 point.
- All charts, tables and graphs are to be included in the 30 pages allowed and can be single-spaced with one-inch margins on top, bottom, and sides. Font size must be a minimum of 10 point.
- Divider sheets or tabbed sheets between sections are not acceptable.

**E. Budget Form (Only alignment with Action Plan is scored)**  
**MANDATORY**

- No more than 8% of the total amount requested may be used for indirect costs.
- The budget form must be aligned with the activities described in the Budget Narrative.
- Budget form in this application must be used. It may be single-spaced with margins of one inch for top, sides, and bottom. Font size must be a minimum of 10 point.

**F. Budget Narrative**  
**MANDATORY**

***Attributes:***

The narrative should include the applicant's cost proposal for the work set forth in the Scope of Services and should include sufficient information regarding the applicant's ability to perform the services sought by the Department. The information provided in this narrative will be used to determine the applicant's ability to perform the work identified in the Scope of Services.

- Describe how all budget items were determined and how they relate to achieving the proposed project activities.
- Illustrate how current and future fiscal resources will support core services and be used for the activities outlined in the Request for Proposals.

- Provide information regarding the financial capacity of the applicant to fulfill the resulting contract.
- The budget narrative should be no more than three (3) page in length, single-spaced with margins of one inch for top, sides, and bottom. Font size must be a minimum of 12 point.

### **Other Attachments**

No attachments, appendices will be accepted.

### **APPEAL PROCESS**

Any applicant of the Early ACCESS Central point of contact and Directory request for proposals funds may appeal the denial of a properly submitted competitive program request for proposals or the unilateral termination of a competitive program request for proposals to the Director of the Department of Education. Appeals must be in writing and received within ten working days of the date of notice of the decision and must be based on a contention that the process was conducted outside of statutory authority; violated state or federal law, policy or rule; did not provide adequate public notice; was altered without adequate public notice; or involved conflict of interest by staff or committee members. Refer to 281 IAC r. 7.5, the legal authority for this process.

### **Application Scoring and Reading Process**

1. Application scores are determined by multiplying the value of the rating by the assigned value of the weighting, resulting in a point total for each item. The points for each item are added to other earned points as specified in the application, for a total score. Example: 2 (value) X 10 (weighting) = 20 (points).
2. All readers participate in an intensive training session to insure greater inter-reader reliability.
3. Readers may be randomly grouped to read applications.
4. All applications are read initially by multiple readers. When there is a wide discrepancy in scores among readers, additional readers are assigned.
5. Local and regional readers or those with specific knowledge of or relationships with those making application for this request for proposals will not be assigned to read applications from their own regions or where there is evidence of a conflict of interest. Readers are screened for any possible conflict of interest in advance of application reviews.
6. Applications will be read and scored by readers from multiple agencies. Readers will represent diverse professional fields/families and areas of interest reflective of the request for proposals program.
7. The committee will consider all information provided in the proposal when making its recommendation.
8. For applications, a score of "0" on any one of the required criteria will result in the disqualification of that proposal.
9. If there is a tie for the best proposal and only one of the applicants is an Iowa business, the Iowa business shall be given preference over out of state applicants receiving the same score.

## **Evaluation of Proposal Scoring Rubric**

Note: This rating rubric applies to all of the scored Attributes.

### **Rating Value:**

- 0-1 There is little or no evidence to support the development and implementation of the three (3) core services and five (5) expectations to provide the quality and quantity of services for the Early ACCESS Central point of contact and Directory. The designated attributes either have not been addressed or have been addressed only minimally.
- 2-3 The evidence is of a moderate or adequate amount and refers *generally* to strategies and activities to support development and implementation of the three (3) core services and five (5) expectations to provide the quality and quantity of services for the Early ACCESS Central Point of Contact and Directory. Most or all of the designated attributes are addressed to some extent.
- 4-5 Most or all evidence included is detailed, and thorough information exists that clearly substantiates that strategies and activities support the development and implementation of the three (3) core services and five (5) expectations to provide the quality and quantity of services for the Early ACCESS Central Point of Contact and Directory. All of the designated attributes are addressed fully.

**Part E: Budget Form** (Only alignment with Action Plan is scored.)

**Early ACCESS Central Point of Contact and Directory**

Acquisition of equipment under this contract requires prior approval from the Department of Education. The disposition of all equipment purchased under the terms of this contract will become the prerogative of the Department of Education at the conclusion of this work.

	<b>Core Service 1 Website</b>	<b>Core Service 2 Toll-Free Telephone</b>	<b>Core Service 3 Facilitation of Resources &amp; Referrals</b>	<b>Total Request for Proposal Funds Requested</b>
<b>Personnel</b> (Include Number of FTEs)				
<b>Fringe Benefits</b>				
Contractual				
<b>Travel &amp; Per Diem</b>				
<b>Supplies</b>				
<b>Evaluation</b>				
<b>Indirect*</b>				
<b>Other</b>				
<b>Total RFP funds Requested</b>				

Amounts are rounded to the nearest dollar.

\* No more than 8% of total request for proposals request may be allocated to indirect costs.

Request for proposals #\_\_\_\_\_ (Assigned by Department of Education after receipt of application)

## Early ACCESS Central Point of Contact and Directory Evaluation Form

**Applicant Agency/Organization:** \_\_\_\_\_

**Reader Number:** \_\_\_\_\_

Score each attribute using the following rating. Multiply the rating score times the assigned weighting for the total number of points for each row.

### Scoring Rubric

#### Rating Value

- 0-1 There is little or no evidence to support the development and implementation of the three (3) core services and five (5) expectations to provide the quality and quantity of services for the Early ACCESS Central point of contact and Directory. The designated attributes either have not been addressed or have been addressed only minimally.
- 2-3 The evidence is of a moderate or adequate amount and refers *generally* to strategies and activities to support development and implementation of the three (3) core services and five (5) expectations to provide the quality and quantity of services for the Early ACCESS Central Point of Contact and Directory. Most or all of the designated attributes are addressed to some extent.
- 4-5 Most or all evidence included is detailed, and thorough information exists that clearly substantiates that strategies and activities support the development and implementation of the three (3) core services and five (5) expectations to provide the quality and quantity of services for the Early ACCESS Central Point of Contact and Directory. All of the designated attributes are addressed fully.

Attribute	Rating	Weight	Points
1. The System Capacity section attests to the resources and supports the Vendor has in place, which may be used as a foundation to ensure that the core services and expectations described in this proposal can be carried out satisfactorily and within identified timelines. [See Component B <i>System Capacity Summary</i> for evidence]	0 1 2 3 4 5	X 2	<u>10</u>
2. The Narrative attests to the resource capacity in terms of personnel and history of successful contract fulfillment of the Applicant Agency to fulfill the contract. [See Component B <i>System Capacity Summary</i> for evidence]	0 1 2 3 4 5	X 1	<u>5</u>
3. The Abstract describes the request for proposal highlighting the following: the title, Applicant Agency/Organization, vision/purpose, narrative summary of major core services and expectations, and expected measurable outcomes of the project. [See Component C <i>Abstract</i> for evidence].	0 1 2 3 4 5	X 1	<u>5</u>
4. The Narrative clearly identifies the measurable outcomes for the overall project and for each core service. [See Component D <i>Narrative Text</i> for evidence]	0 1 2 3 4 5	X 3	<u>15</u>
5. The Narrative provides a work plan with clear strategies, activities and timelines that will be implemented to achieve the specified outcomes and carry out the Scope of Services to provide the quality and quantity of core services for the Early ACCESS Central Point of Contact and Directory. [See Component D <i>Narrative Text</i> for evidence]	0 1 2 3 4 5	X 3	<u>15</u>

6. The Narrative Text identifies a realistic, achievable work plan including timelines for carrying out start up and implementation activities for all core services and expectations in order to provide the quality and quantity of services for the Early ACCESS Central Point of Contact and Directory. [See Component D <i>Narrative Text</i> for evidence]	0 1 2 3 4 5	X 1	<u>5</u>
7. The Budget is aligned with the core services, expectations, outcomes, and work plan activities. [See Component F <i>Budget Narrative</i> for evidence]	0 1 2 3 4 5	X 1	<u>5</u>
8. The Budget Narrative justifies expenditures to achieve the desired outcomes. [See Component F <i>Budget Narrative</i> for evidence]	0 1 2 3 4 5	X2	<u>10</u>
9. The Budget Narrative attests to the financial capacity of the Applicant Agency to fulfill the contract. [See Component F <i>Budget Narrative</i> for evidence]	0 1 2 3 4 5	X 1	<u>5</u>
TOTAL			<u>75</u>



## CONTRACTUAL TERMS

### APPLICANTS ARE NOT REQUIRED TO RESPOND TO THESE SECTIONS.

The following contractual terms and conditions apply to Request for Proposal *Early ACCESS Central Point of Contact and Directory* as specified in the RFP. *Note: Prospective Vendors may propose other or different contractual terms and conditions; however, the State reserves the right to reject the Prospective Vendor's terms and conditions in whole or in part. If a prospective Vendor takes exception to any of the terms or conditions and fails to include other or different terms and conditions in its proposal it may be grounds for the State, in its sole discretion, to declare the Vendor's proposal non-responsive and to reject the proposal from evaluation or from award. The terms and conditions as stated herein relate only to the above referenced RFP, and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with the State, nor do the terms and conditions as stated herein relate to any other State procurement which may be in process.*

#### **A. Contractual Terms Generally**

The contract that the Iowa Department of Education (Department) expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Department and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained herein, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Department.

The contract terms contained herein are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal or any pricing quoted by the vendor.

**By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Department, in its sole discretion, resulting in possible disqualification of the proposal.** The Agency reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Department would be served.

#### **B. Terms and Conditions**

**B1. Term.** The term of this Contract shall be begin January 1, 2008 with annual options for continuing contracts July 1, 2008 through June 30, 2013, unless terminated earlier in accordance with the Termination section of the Contract.

**B2. Nonexclusive Rights.** The Contract will not be exclusive. The Department will reserve the right to select other Applicants to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

**B3. Property Rights.** Any works, products or processes developed under this Contract shall be considered a work made for hire and shall be the property of the Iowa Department of Education. In the event any work, product or process is not deemed a work made for hire, the Vendor shall promptly, upon demand, execute any and all documents required to transfer any rights to the Department. Any URL address or toll free number used by the Vendor in its performance of this project shall be the property of the Iowa Department, and the Vendor shall transfer any such address or number to the Department at the conclusion of this contract. The Vendor shall use any URL address or toll free telephone number that the Department may require.

## **C. Compensation**

**C1. Compensation.** The Department will reimburse Vendor expenses on a quarterly basis. The Vendor may be eligible for advance funding under special circumstances.

**C2. Billings.** The Vendor shall submit, on a **quarterly basis**, an invoice for services rendered in accordance with Contract issued by the Department. The invoice shall comply with all applicable rules concerning payment of such claims. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code section 421.40 and 701 Iowa Administrative Code 201.1(2). The Department may pay in less than sixty (60) days, as provided in Iowa Code section 421.40. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 421.40.

Unless otherwise agreed in writing by the parties, the Vendor shall not be entitled to receive any other payment or compensation from the Department for any goods or services provided by or on behalf of the Vendor under this Contract. The Vendor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

**C3. Delay of Payment Due to Vendor's Failure.** If the Department in good faith determines that the Vendor has failed to perform or deliver any service as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service is performed or delivered. In this event, the Department may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.

**C4. Set-Off Against Sums Owed by the Vendor.** In the event that the Vendor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Vendor in the State's sole discretion, unless otherwise required by law. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

**C5. Corrective Plan for Non-Compliance and Possible Termination of Contract.** If the Vendor is found to be in non-compliance of contract terms, the Department will cite the Vendor and require a written corrective action plan to address the issue(s). The Vendor will implement the approved action plan and demonstrate compliance within the approved timelines. If the Vendor receives three (3) citations for non-compliance of contract terms within one year, the Department reserves the right to terminate the contract.

## **D. Termination**

**D1. Immediate Termination by the Department.** The Department may terminate this Contract for any of the following reasons effective immediately without advance notice:

**D1.1.** In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

**D1.2.** The Department determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

**D1.3.** The Vendor fails to comply with confidentiality laws or provisions;

**D1.4.** The Vendor furnished any statement, representation or certification in connection with this Contract or the RFP, which is materially false, deceptive, incorrect or incomplete.

**D2. Termination for Cause.** The occurrence of or any one or more of the following events shall constitute cause for the Agency to declare the Vendor in default of its obligations under this Contract.

**D2.1.** The Vendor fails to perform, to the Department's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

**D2.2.** The Department determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

**D2.3.** The Vendor fails to make substantial and timely progress toward performance of the Contract;

**D2.4.** The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Department reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

**D2.5.** The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

**D2.6.** The Vendor has engaged in conduct that has or may expose the Agency to liability, as determined in the Department's sole discretion.

**D2.7.** The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

**D3. Notice of Default.** If there is a default event caused by the Vendor, the Department shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Department's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Department may either:

**D3.1.** Immediately terminate the Contract without additional written notice; or,

**D3.2.** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**D4. Termination Upon Notice.** Following 30 days' written notice, the Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Department up to and including the date of termination.

**D5. Termination Due to Lack of Funds or Change in Law.** The Department shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Vendor as a result of any of the following:

**D5.1.** Adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Contract;

**D5.2.** Funds are de-appropriated or not allocated or if funds needed by the Department, at the Agency's sole discretion, are insufficient for any reason;

**D5.3.** The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;

**D5.4.** The Department's duties are substantially modified.

**D6. Remedies of the Vendor in Event of Termination by the Agency.** In the event of termination of this Contract for any reason by the Department, the Department shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Agency under this Contract in the event of termination. However, the Department shall not be liable for any of the following costs:

**D6.1.** The payment of unemployment compensation to the Vendor's employees;

**D6.2.** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**D6.3.** Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

**D6.4.** Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

**D7. The Vendor's Termination Duties.** The Vendor upon receipt of notice of termination or upon request of the Department shall:

**D7.1.** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Department may require.

**D7.2.** Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Vendor.

**D7.3.** Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract.

**D7.4.** Cooperate in good faith with the Department, its employees, agents and Vendors during the transition period between the notification of termination and the substitution of any replacement Vendor.

**D7.5.** Immediately return to the Department any payments made by the Department for services that were not rendered by the Vendor.

## **E. Indemnification**

**E1. By the Vendor.** The Vendor agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including

reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or raising from:

**E1.1.** Any breach of this contract;

**E1.2.** Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;

**E1.3.** The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;

**E1.4.** Any failure by the Vendor to comply with the compliance with the Law provision of this Contract;

**E1.5.** Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa;

**E1.6.** Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

**E1.7.** Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

## **E2. Indemnification by the Department**

**E2.1.** The Department shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Vendor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Department while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

**E2.2.** At the option of the Department, the Vendor shall be represented by the Attorney General of the State or special counsel retained by the State or the Attorney General of the State with respect to any litigation brought by or against the Agency or such persons with respect to any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments to which such persons may be subject and to which they are entitled to be indemnified hereunder.

**E2.3.** If the Department makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Department, without interest.

**E3. Survives Termination.** Indemnification obligation of the parties shall survive termination of this Contract.

## **F. Insurance**

**F1. Insurance Requirements.** The Vendor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Vendor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Vendor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Vendor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Department shall be named as additional insured or loss payees, or the Vendor shall obtain an endorsement to the same effect, as applicable.

**F2. Types and Amounts of Insurance Required.** Unless otherwise requested by the Department in writing, the Vendor shall cause to be issued the insurance coverage set forth below:

TYPE OF INSURANCE	LIMIT	AMOUNT
-------------------	-------	--------

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

**F3. Certificates of Coverage.** All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Department. The Vendor shall submit certificates of insurance, which indicate coverage and notice provisions as required by this Contract, to the Department upon execution of this Contract. The certificates shall be subject to approval by the Department. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Department. Approval of the insurance certificates by the Department shall not relieve the Vendor of any obligation under this Contract.

## **G. Project Management and Reporting**

**G1. Project Manager.** At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly through agreed-upon methods (e.g. conference call; face-to-face), unless otherwise mutually agreed, to review and plan the services being provided under this Contract.

**G2. Review Meetings.** During the review meetings the Project Manager or designee shall discuss progress made by the Vendor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager or designee, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

## **H. Warranties**

**H1. Construction of Warranties Expressed in this Contract with Warranties Implied by Law.** All warranties made by the Vendor in all provisions of this Contract and the Proposal by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

**H2. Concepts, Materials, and Works Produced.** Vendor represents and warrants that all the concepts, materials and Works produced, or provided to the Department pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and Works. The Vendor represents and warrants that the concepts, materials and Works and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, Works and methodologies used in connection with providing the services contemplated by this Contract.

**H3. Professional Practices.** The Vendor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

**H4. Conformity with Contractual Requirements.** The Vendor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

**H5. Authority to Enter into Contract.** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Department.

**H6. Obligations Owed to Third Parties.** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Department will not have any obligations with respect thereto.

**H7. Title to Property.** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Department is good and that transfer of title or license to the Department is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

**H8. Industry Standards.** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the Iowa Department of Education in the performance of this Contract.

**H9. Technology Updates.** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.

## **I. Contract Administration**

**I1. Independent Vendor.** The status of the Vendor shall be that of an independent Vendor. The Vendor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Vendor nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department will not withhold taxes on behalf of the Vendor (unless required by law).

**I2. Incorporation of Documents.** The RFP, and amendments and written responses to bidders' questions (collectively RFP) and the Vendor's Proposal submitted in response to the RFP, form the Contract between the Vendor and the Department and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

**I3. Order of Priority.** In the event of a conflict between the Contract, the RFP and the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) Proposal.

**I4. Compliance with the Law.** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**I5. Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties. Department anticipates the need to change data collection requirements during the contract year. Any amendments will be agreed upon and will follow Department contract procedures.

**I6. Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Department and the Vendor.

**I7. Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is



commended in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Department or the State of Iowa.

**18. Assignment and Delegation.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

**19. Use of Third Parties.** The Department acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. All subcontracts shall be subject to prior approval by the Department. The Vendor may enter into these contracts to complete the project provided that the Vendor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply to the subcontractors. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.

**110. Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**111. Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**112. Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**113. Joint and Several Liability.** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

**114. Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the Department and the Vendor for the services provided in connection with this Contract.

**115. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**116. Notice**

**116.1.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Department: Julie Curry, Consultant  
Bureau of Early Childhood Services  
Iowa Department of Education  
400 East 14<sup>th</sup> Street  
Grimes State Office Building  
Des Moines, IA 50319-0146

If to the Vendor **[name and address]**:

**I16.2.** Each such notice shall be deemed to have been provided:

**I16.2.1.** At the time it is actually received; or,

**I16.2.2.** Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

**I16.2.3.** Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

**I16.3.** From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**I17. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**I18. Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**I19. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Contract.

**I20. Authorization.** Each party to this Contract represents and warrants to the other parties that:

**I20.1** It has the right, power and authority to enter into and perform its obligations under this Contract.

**I20.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**I21. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**I22. Record Retention and Access.** The Vendor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Department throughout the term of this Contract for a period of at least five (5) years following the date of final

payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records.

**I23. Solicitation.** The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**I24. Obligations Beyond Contract Term.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Department and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

**I25. Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of whom shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**I26. Additional Provisions.** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

**I27. Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

**I28. Delay or Impossibility of Performance.** The Vendor shall be in default under this Contract if performance is delayed or made impossible by an "act of God," flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Vendor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of this Contract.

**I29. Suspension and Debarment.** The Vendor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. The Vendor shall execute the certification regarding debarment attached as Exhibit A.

**I30. Lobbying Restrictions.** The Vendor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements. The Vendor shall execute the certification regarding debarment attached as Exhibit B.

### **I31. Tobacco Smoke Prohibited**

**I31.1.** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

**I31.2.** The Vendor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Vendor shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as Exhibit C and provide the original certification when it executes this Contract.

**I32. Certified Audits.** Local governments and non-profit sub recipient entities that expend \$300,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to the Department if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Department. If an audit report is not required to be submitted per the criteria above, the sub recipient must provide written notification to the Department that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Department. See A-133 Section 21 for a discussion of sub recipient versus vendor relationships.

**I33. Drug Free Work Place.** The Vendor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Vendor shall execute the certification regarding a drug free workplace and provide the original certificate to the Department when it executes this Contract. Vendor agrees to abide by the terms of the certification. The certification is a material representation of fact upon which the Department relied when making or entering into this Contract and any extension or renewal thereof.

## **Exhibit A**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Proposal, the bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The bidder shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

4. The bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AN VOLUNTARY  
EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

(1) The bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this Proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

## **Exhibit B**

### **Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Vendor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit C

### **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

The Vendor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased on contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Vendor further agrees that the above language will be included in any sub awards that contain provisions for children's services and that all sub grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_